

**SUPERIOR COURT  
OF THE  
STATE OF DELAWARE**

RICHARD R. COOCH  
RESIDENT JUDGE

NEW CASTLE COUNTY COURTHOUSE  
500 North King Street, Suite 10400  
Wilmington, Delaware 19801-3733  
(302) 255-0664

P. Clarkson Collins, Jr., Esquire  
Morris, James, Hitchens & Williams LLP  
222 Delaware Avenue  
P.O. Box 2306  
Wilmington, Delaware 19899-2306  
Attorney for Plaintiff/Counterclaim-Defendant

William R. Denny, Esquire  
James M. Kron, Esquire  
Jeffrey B. Safran, Esquire  
Potter, Anderson & Corroon LLP  
P.O. Box 951  
Wilmington, Delaware 19899  
Attorneys for Defendant/Counterclaim-Plaintiff

**Re: Immedient Corporation v. HealthTrio, Inc.  
C.A. No. 01C-08-216 RRC**

Submitted: February 2, 2006  
Decided: March 28, 2006

Upon Defendant/Counterclaim-Plaintiff HealthTrio, Inc.'s  
Motion for Reargument.  
**DENIED.**

Dear Counsel:

The facts and procedural history of this case are set forth in this Court's Memorandum Opinion of June 22, 2005.<sup>1</sup>

---

<sup>1</sup> *Immedient Corp. v. HealthTrio, Inc.*, 2005 WL 1953027 (Del. Super.).

After a nonjury trial, a motion for reargument is the proper vehicle for seeking reconsideration by the trial court of its findings of fact or conclusions of law or the judgment itself.<sup>2</sup> A motion for reargument, however, should be denied unless the moving party can show that “the Court has overlooked a controlling precedent or legal principles, or the Court has misapprehended the law or facts such as would have changed the outcome of the underlying decision.”<sup>3</sup> “Motions for reargument are also denied when they are merely a rehash of arguments already made.”<sup>4</sup>

Defendant/Counterclaim-Plaintiff HealthTrio, Inc (“HealthTrio”) argues that this Court erred in finding “(1) that the contract between the parties did not include the October Technical Documents; and (2) that [Plaintiff/Counterclaim Defendant] Immedient [(“Immedient”)] fulfilled its obligations under the contract.”<sup>5</sup> As to the first ground, HealthTrio asserts that

[t]he Court’s interpretation that the contract include[d] two pre-existing Statements-of-Work, but exclude[d] the preexisting October Technical Documents does not give effect to the parties’ intentions, creat[ed] an extraordinary, harsh, unjust, and inequitable result, and most significantly, result[ed] in an ambiguous contract because it d[id] not define the parties’ obligations.<sup>6</sup>

This, argues HealthTrio, is against “California statutory law.”<sup>7</sup> As to the second ground, HealthTrio contends that “[t]he Court ... err[ed] when it [found] that the contract only required Immedient to put forth its ‘best efforts.’”<sup>8</sup> Nonetheless, argues HealthTrio, “[n]othing in the record, or the Court’s opinion, supports a finding that Immedient’s actions met this heightened standard [of ‘best efforts.’]”<sup>9</sup> Finally, HealthTrio also alleges

---

<sup>2</sup> *Hessler, Inc. v. Farrell*, 260 A.2d 701, 702 (Del. Super. Ct. 1969) (holding that the “manifest purpose” of a motion for reargument is to allow the trial court an opportunity to correct errors before appeal).

<sup>3</sup> *Bd. of Managers of Del. Crim. Justice Info. Sys. v. Gannett Co.*, 2003 WL 1579170, \*1 (Del. Super.).

<sup>4</sup> *Crowhorn v. Nationwide Mut. Ins. Co.*, 2001 WL 789649, \*1 (Del. Super.) (citing *St. Catherine of Sienna Catholic Church v. Hart Construction Co.*, 2000 WL 33301940, \*2 (Del. Super.)).

<sup>5</sup> HealthTrio’s Mot. for Rearg., 1.

<sup>6</sup> *Id.* at ¶ 2 (citations omitted).

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* at ¶ 5 (citation omitted).

<sup>9</sup> *Id.*

that the Court erred “when it fail[ed] to consider the uncontested expert testimony as to the poor quality of Immediant’s work even though it [held] that Immediant had an obligation to perform with care, skill, reasonable expediency and faithfulness.”<sup>10</sup>

Immediant responds that “HealthTrio has not cited any precedent the Court failed to consider that affects the well-reasoned and thorough memorandum opinion authored by the Court.”<sup>11</sup> Specifically, Immediant argues that the Court correctly applied “controlling California statutory law with respect to contract interpretation, the burden of proof at trial, and the contested nature of expert testimony.”<sup>12</sup> Further, Immediant claims that HealthTrio did not “cite[] any facts in the record indicating that the Court misunderstood or ignored facts that would have changed the outcome of the Court’s decision.”<sup>13</sup> Immediant asserts that “[t]he Court considered all of the facts concerning the October Technical Documents and the [Time and Material Statements of Work] and ruled appropriately under the law.”<sup>14</sup>

This Court finds that in rendering the Memorandum Opinion of June 25, 2005, this Court did not overlook any appropriate precedents or legal principles nor did the Court misapprehend the law or the facts such as would affect the outcome of the decision.

For all of the above reasons, HealthTrio’s Motion for Reargument is **DENIED.**

**IT IS SO ORDERED.**

Very truly yours,

cc: Prothonotary

---

<sup>10</sup> *Id.* at ¶ 9 (citation omitted).

<sup>11</sup> Immediant’s Opp., 1.

<sup>12</sup> *Id.* at 3.

<sup>13</sup> *Id.* at 1.

<sup>14</sup> *Id.* at 2.